

EMPLOYMENT CONTRACT  
BETWEEN  
STONINGTON BOARD OF EDUCATION  
AND  
ASSISTANT SUPERINTENDENT

CYNTHIA LADWIG  
TOWN CLERK  
17 NOV 29 PM 12:09  
RECEIVED FOR RECORD  
STONINGTON, CT

It is hereby agreed by and between the Board of Education of the Town of Stonington (hereinafter called the "Board") and Mary Anne Butler (hereinafter called the "Assistant Superintendent") that the said Board does hereby employ Mary Anne Butler as the Assistant Superintendent for the Stonington Public Schools.

1. DUTIES

The Assistant Superintendent shall perform all duties and assignments specified in the job description attached hereto.

2. TERM

The term of said employment is for three (3) years, July 1, 2017 to June 30, 2020. The Assistant Superintendent and the Board agree they shall adhere to the following procedures to extend the Assistant Superintendent's employment under this contract for an additional period of three (3) years:

- A. Prior to the end of the first year of a three-year agreement, the Board, at the request of the Assistant Superintendent, may vote for a new three-year agreement.
- B. Prior to the end of the second year of a three-year agreement, the Board shall vote for a new three-year agreement. At least three months prior to the end of the second year of a three-year agreement, the Assistant Superintendent shall notify the Board that his/her contract is about to expire and shall provide the Board this contract clause.

Anything in this paragraph to the contrary notwithstanding, the provisions of Section 5, shall take precedence and the Assistant Superintendent's employment may be terminated under the provisions of said section.

3. COMPENSATION

Beginning July 1, 2017, the annual salary of the Assistant Superintendent shall be comprised \$153,041.

The salary for subsequent years shall be negotiated annually. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new contract with the Assistant Superintendent. Under no circumstances shall the salary for subsequent years be less than the salary for the prior year.

4. EVALUATION

The Assistant Superintendent shall be evaluated by the Superintendent of Schools in accordance with Section 51 of the Connecticut Public Act 12-116 and specific procedures established by the Board.

## 5. TERMINATION

- A. The parties may, by mutual consent, terminate the contract of employment at any time.
- B. The Assistant Superintendent shall be entitled to terminate the contract upon written notice of ninety days, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Assistant Superintendent, duly witnessed and recorded in the minutes is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
  - 1.) Inefficiency or incompetence;
  - 2.) insubordination against reasonable rules of the Board;
  - 3.) moral misconduct;
  - 4.) disability that prevents the performance of all duties and assignments specified in the job description attached hereto as shown by competent medical evidence;
  - 5.) other due and sufficient cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Assistant Superintendent written notice that termination of his/her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within 15 days after receipt from the Board of written notice that contract termination is under consideration, the Assistant Superintendent may file with the Board a written request for a hearing before the Board, which shall be held within 20 days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall be based on the evidence presented at the hearing.

Such hearing shall be in executive or public session at the option of the Assistant Superintendent. The Assistant Superintendent shall have the right to his/her own counsel, at his/her own expense.

Any time limits established herein may be waived by mutual agreement of the parties.

- D. If the Assistant Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and insurance benefits provided in his/her agreement.

## 6. FRINGE BENEFITS AND WORKING CONDITIONS

The parties hereto agree as follows:

- A. The Assistant Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his/her responsibilities as Assistant Superintendent.
- B. The Board encourages the Assistant Superintendent to continue his/her professional development and expects him/her to participate in relevant learning experiences. Subject to budgeted appropriations, the Assistant Superintendent may attend professional meetings at the local, state, and national level, the expenses to be paid by the Board.

- C. The Board of Education agrees to reimburse the Assistant Superintendent up to six hours (three hours per semester for a total of two semesters per year ) for graduate level courses at an accredited program when evidence of the following is presented.
  - Receiving a grade of B or better in said course(s)
  - Completing the course(s) within the contractual limits of employment
- D. The Board shall provide the Assistant Superintendent with 25 annual leave days, exclusive of legal holidays, beginning July 1<sup>st</sup> of each year. Unused annual leave days may accumulate to a total of 25 (twenty-five) days. No more than 25 (twenty-five) days may be accumulated after December 31. In the event the Assistant Superintendent departs the position for any reason, no accumulation may occur after June 30 in the school year of departure.
- E. Upon separation from service with the Board of Education, the Assistant Superintendent will be paid unused vacation days.

#### Fringe Benefits

The Board agrees to pay eighty-two percent (82%) of individual, husband and wife or family plan coverage for the Assistant Superintendent, with the exception of life insurance as noted.

The Assistant Superintendent shall pay the remaining premiums through payroll deductions.

This coverage is as follows:

The Board agrees to pay the following percent for individual, two-person or family plan coverage under the High Deductible Health Plan for Association members, with the exception of life insurance as noted.

July 1, 2017 – June 30, 2018:	82%
July 1, 2018 – June 30, 2019:	82%
July 1, 2019 – June 30, 2020:	82%

In the event that the Board's renewal rate from a contract year to the subsequent contract year increases by five percent (5%) or more, the parties agree that the Board may change or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The "substantially equivalent to or better than" standard shall be applied on an overall plan benefit basis and shall not be benefit specific.

- A. The Board shall provide coverage through a High Deductible Health Plan as more particularly set forth in Appendix A.
- B. Life Insurance - 2 times annual salary (Board pays 100%)
- C. Dental - Full Service Dental Plan for Dental Care.  
(Comparable to BC/BS with Rider A and B)
- D. Long-term Disability Plan, the Board pays 100% of the premium.

- E. The Assistant Superintendent may elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of forty percent (40%) of the applicable C.O.B.R.A rate or premium as appropriate. Such remuneration shall be paid twice per year, on or about December 1 and June 1. Assistant Superintendent chooses this option shall be able to change their option on July 1, for any reason, and no more than one time during each year, if there has been a significant change in the Assistant Superintendent circumstances, which must be a qualifying event, such a divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Director of Finance at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may include waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.
- F. Professional employees shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by administrators and/or their families as applicable by law depending on the medical plan the Assistant Superintendent is enrolled. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(H) sections of the Internal Revenue Code. Cost of the administration of the plan shall be borne by the Board. The Board shall, for professional employees who are .5 F.T.E. or greater, match employee contributions up to a cap of \$300 per such employee per year.
- G. The Board agrees to reimburse the Assistant Superintendent for the use of her vehicle outside the district on school business at the IRS allowable rate.

#### Illness/Sick Leave

- A. Each 12-month professional employee certified by the State Board of Education and employed by the Board of Education of the Town of Stonington shall be entitled to a minimum of twenty (20) days of sick leave annually with full pay. Unused sick leave may be accumulated up to, but not in excess of, two hundred (200) days.
- B. For absence due to illness certified by the Superintendent of Schools beyond the available sick leave, employees, subject to the approval of the Board, or its designee, shall be paid the difference between their regular salary and the cost incurred in connection with obtaining a substitute to assume their responsibilities.
- C. When a member has to be absent because of illness of a member of the immediate family, such absence will be deducted from such leave. This will be a maximum of eight (8) days in any academic year and will be noncumulative from one year to another. The Superintendent shall have the right to request a doctor's certificate to ascertain the validity of the actual illness. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).
- D. The Assistant superintendent shall have all rights under the Family and Medical Leave Act.

## Other Leaves

### A. Bereavement

1. The Assistant Superintendent will be allowed up to five days per case with full pay for absence due to the death of a member of the immediate family.
2. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, brothers-in-law, sisters-in-law, legal guardian or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

### B. Religious Holidays

1. Members whose religious holidays fall on ordinary school days shall be entitled to receive full pay for any such day of absence due to religious reasons without having such absence charged against their sick leave or any other leave provided for in the Article. The member involved must give reasonable advance notice of his/her intended absence, and the reason therefore, to the Superintendent.

### C. Military Leave

1. Military leave shall be provided to eligible employees in accordance with state and federal law.

### D. Jury Leave

1. Any member who is absent from his/her work by reason of serving on a jury shall, during such absence, receive a rate of pay equal to the difference between his/her ordinary salary and the jury fee, or as otherwise required by law, whichever is greater, provided that no such payment shall be made unless the Superintendent of Schools is notified immediately upon receipt of notice by the member of the jury duty assignment.
2. No such absence shall be deducted from sick leave or from any other personal days provided for in this Article.

### E. Maternity Leave

1. The Board and the Association agree to grant maternity leave in accordance with State Statute and guidelines.
2. The Board shall grant to any administrator a leave of absence of up to three days per year with full pay for that administrator's assistance at the birth or adoption of their child.

F. Professional Days

1. An unspecified number of days with full pay may be granted annually for the purpose of visiting days, institute, organization meetings, conferences, or presentations at the discretion of the Superintendent of Schools.

Retirement Options

A. Retirement Option

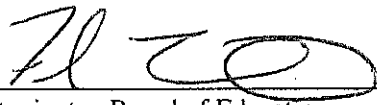
The Assistant Superintendent who leaves the employ of the Board and is entitled to payment of the benefits under the State Teachers' Retirement Act shall be eligible to individually purchased policies provided to active Association members under the conditions as established by the insurance carrier or State or Federal Regulations.

7. GENERAL PROVISIONS

1. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.
2. This contract contains the entire agreement between the parties. It may not be amended orally, but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

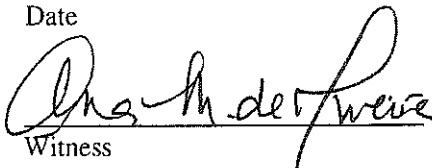
IN WITNESS WHEREOF, the undersigned have executed this contract the day year aforesaid.

  
Assistant Superintendent

  
Stonington Board of Education

5-11-17  
Date

5-11-17  
Date

  
Witness

5-11-17  
Date

**APPENDIX A**  
**Medical**  
**Insurance**

Effective July 1, 2017 the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1 to June 30) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met, there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Bariatric bypass surgery (covered);
- Infertility per the State of Connecticut coverage (covered);
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization is required.

Out of pocket maximum: in network \$3,500.00 for the individual and \$6,850.00 for the family.

Out of network medical services will be subject to a 70% plan/30% member coinsurance.

Out of pocket maximum: out of network \$5,000.00 for the individual and \$10,000.00 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

For the July 1, 2017 through June 30, 2018 contract year, the Board will contribute fifty percent (45%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2017 through June 30, 2018 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts in July.

For the July 1, 2018 through June 30, 2019 contract year, the Board will contribute forty-five percent (40%) of the applicable deductible amount into the employee's established Health Savings Account (HSA)

For the July 1, 2018 through June 30, 2019 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts in July.

For the July 1, 2019 through June 30, 2020 contract year, the Board will contribute forty percent (40%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2019 through June 30, 2020 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts in July.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded.

The HDHP described above shall be the core insurance plan. If the Assistant Superintendent wishing to enroll in a PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). If enrolled in the PPO plan, the Assistant Superintendent shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

#### PPO Plan Design

Office co-pay	\$25.00
Specialist co-pay	\$25.00
High Cost Diagnostic	\$50.00
ER co-pay	\$150.00
UC co-pay	\$75.00
Outpatient co-pay	\$150.00
Inpatient co-pay	\$250.00

Unlimited lifetime maximum

Prescriptions

Co-pay \$5/\$20/\$35      \$500:00 calendar year maximum

Out of Network:

Deductible	\$500.00/\$1,000.00
Co-insurance	20%

Out-of-pocket max \$1,500.00/\$3,000.00

Unlimited lifetime maximum

A health reimbursement account ("HRA") will be offered if the Asst. supt. eligible for health insurance who is not eligible for a HSA. The Board's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the level of insurance (single, single + 1 or family)).